

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

In re: Jeffrey Lynn Goss
Debtors

CHAPTER 13

JPMorgan Chase Bank, National Association,
Movant,
v.

BANKRUPTCY CASE NUMBER
23-00256

Jeffrey Lynn Goss,
Respondent/Debtors,
and
Jack N. Zaharopoulos, Trustee,
Additional Respondent.

**OBJECTION OF JPMORGAN CHASE BANK, NATIONAL ASSOCIATION TO
CONFIRMATION OF DEBTOR'S SECOND AMENDED CHAPTER 13 PLAN OF
REORGANIZATION**

JPMorgan Chase Bank, National Association, by and through its counsel, LOGS Legal Group LLP, hereby objects to the confirmation of Debtor's Second Amended Chapter 13 Plan, and in support thereof, avers as follows:

1. On or about February 6, 2023, Debtors filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code.
2. Movant holds an allowed claim, secured only by Debtor's principal residence located at 373 Tow Hill Road, Port Matilda, PA 16870.
3. On or about April 17, 2023, Movant filed a Proof of Claim citing arrears in the amount of \$46,957.99, and a total claim in the amount of \$115,107.43 at the time the bankruptcy petition was filed.
4. Debtor's proposed plan is ambiguous and infeasible, calling for the payment to Movant of arrearages in the amount of \$46,957.99 to be paid to the Trustee through the Plan **and** liquidation of the asset that secures repayment of the Loan.
5. Debtor's proposed Chapter 13 Plan is objectionable in providing "The allowed secured claims listed below shall be paid in full and their liens retained until retained (sic) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328 of the Code." Respondent is entitled to have the mortgage lien survive discharge if not paid in full.
6. Debtor's proposed Plan provides for payment of the total debt at an established amount, without providing that the Debtor must maintain hazard insurance on the property and

pay taxes in accordance with the Mortgage agreement or that additional amounts disbursed by the lender to protect its interest by maintaining hazard insurance and/or paying taxes also shall be paid by the Debtor in accordance with the Mortgage.

7. Movant objects to confirmation of Debtor's Chapter 13 plan due to the fact that the plan fails to provide clear treatment of the secured mortgage indebtedness and/or contains conflicting plan terms.

8. The Plan is insufficiently funded to pay Movant its proposed arrearage claim and/or proposed total debt claim in full, including, but not limited to a provision that an unnamed tenant "has agreed to increase rent as required to cover plan payments" and attorneys fees shall be paid at the hourly rate of \$425.00, without limitations.

9. The Plan improperly provides payments to a creditor may cease if Debtor notifies the Trustee that the claim was paid.

10. The Plan may be infeasible and insufficiently funded to pay Movant its proposed arrearage claim and/or proposed total debt claim in full because it provides for payment of 100% of timely filed unidentified unsecured claims.

11. The Plan may be infeasible and insufficiently funded to pay Movant its proposed arrearage claim and/or proposed total debt claim in full because the funding source is not specified/identified.

12. The Plan fails to comply with 11 U.S.C. § 1322.

13. The Plan fails to comply with 11 U.S.C. § 1325.

14. The Court must deny confirmation of Debtor's Chapter 13 Plan.

WHEREFORE, JPMorgan Chase Bank, National Association respectfully requests that confirmation of the Debtor's Plan be denied, that Debtor's bankruptcy petition be dismissed with prejudice; and for such other relief as this Court deems appropriate.

Respectfully submitted,

Dated: 05/19/2023

BY: /s/Lorraine Gazzara Doyle
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LORRAINE GAZZARA DOYLE 34576
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LLG File #:18-059106

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ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the Objection of JPMorgan Chase Bank, National Association to the confirmation of Debtor's Chapter 13 Second Amended Plan of Reorganization, it is hereby ORDERED that the Objection is sustained, and confirmation of Debtor's Second Amended Plan is DENIED.

BY THE COURT:

MARK J CONWAY
UNITED STATES BANKRUPTCY JUDGE

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CERTIFICATE OF SERVICE

I, Lorraine Gazzara Doyle, an employee of the law firm of LOGS Legal Group LLP hereby certify that I caused to be served true and correct copies of JPMorgan Chase Bank, National Association's Objection to the Confirmation of Debtor's Second Amended Chapter 13 Plan by First Class Mail, postage prepaid or by electronic notification, at the respective last known address or email address of each person set forth below on May 19, 2023:

Dorothy L. Mott, Esquire
125 State Street
Harrisburg, PA 17101
Sent via electronic notification DorieMott@aol.com

Jack N. Zaharopoulos, Trustee
8125 Adams Drive, Suite A
Hummelstown, PA 17036
Sent via electronic notification dehartstaff@pamd13trustee.com

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

/s/Lorraine Gazzara Doyle

CHRISTOPHER A. DENARDO 78447
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